

And the said Mortgagor hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagee, personal representatives, or assigns, or G. Warren Mix, duly authorized Attorney or Agent of the said Mortgagee, personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law and of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of \$ 650.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And it is agreed that, until default be made in the premises, the said part of the first part, executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, ground rents, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said part of the first part covenant to pay when legally payable.

And the said part of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property against the loss by fire and other hazards to the amount of at least dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire or other loss to inure to the benefit of the said Mortgagee, executors, administrators or assigns, to the extent of lien or claim hereunder.

Witness hand and seal

TEST:

*Susan Hall*

DEL-MAR DEVELOPMENT, INC.

BY: *Dale Fryfogle* [SEAL]

Dale M. Fryfogle, President

*Dale Fryfogle* [SEAL]

Dale M. Fryfogle

*Estelle Fryfogle* [SEAL]

Estelle Fryfogle

State of Maryland, County of Baltimore, ss:

I Hereby Certify, that on this 18th day of February in the year one thousand nine hundred and eighty-two before me, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared Dale M. Fryfogle and Estelle Fryfogle, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared

Francis T. Peach, Sr.

and made oath in due form

of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.



*Joanne Hoppe*